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File ID Number	22-1625
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Enactment Number	22-1270
Enactment Date	6-29-2022 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Information Technology Officer

Meeting Date June 29, 2022

Subject Approval by the Board of Education - Amendment #0572-FY2023 to Master Agreement for Professional Services between Infinity Communications and Consulting, Inc. and Oakland Unified School District
Services for: July 1, 2022 - December 31, 2023

Ask of the Board Approval by the Board of Education of Amendment #0572-FY2023 to Master Agreement for Professional Services between Oakland Unified School District and Infinity Communications and Consulting, Inc., Bakersfield, CA, for the latter to provide Emergency Connectivity Fund consulting services, for the period July 1, 2022 through December 31, 2023, for an amount not to exceed \$223,494.15 consisting of the original 2021-22 contract amount of \$90,000, plus an amendment to increase the amount by \$133,494.15 to provide additional services.

Background The Emergency Connectivity Fund (ECF) offered by the Federal Communications Commission is a \$7.17 billion federal program to help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period and help close the homework gap for students who currently lack the internet access and/or computers necessary to connect to educational resources. For eligible schools and libraries, the Emergency Connectivity Fund program will cover reasonable costs of computers and connectivity for off-campus use by students, school staff, and library patrons.

Oakland Unified is eligible to participate in the Emergency Connectivity Fund program and believes it is in the best interests of the District to take advantage of the additional federal funds made available for students' home access. As such, we had previously engaged Infinity to prepare and file the initial required application and reimbursement forms, and to help ensure ongoing program compliance and records retention. This engagement was ratified by the Board on September 8, 2021 as Legistar File ID #21-1948.

The Emergency Connectivity Fund subsequently added a new application window to enable eligible schools and libraries to request ECF Program support for eligible equipment and up to 12 months of services that will be received or delivered between July 1, 2022 and December 31, 2023 for off-campus use by students with unmet needs. Oakland Unified is engaging Infinity to support this application in a manner similar to the initial application to extend student home access to devices and connectivity.

Discussion

The COVID-19 emergency underscored the ongoing impact of the digital divide upon Oakland Unified students and the need to ensure that all students have access to home computers and connectivity. The Emergency Connectivity Fund program will help Oakland Unified meet its goals for home access by reimbursing up to \$400 per computer and \$250 per hotspot for students whose families have identified a need for a home computer and internet connection to support their education.

During the application filing window, Oakland Unified will submit requests for funding to purchase eligible equipment and services between July 1, 2022 and December 31, 2023. Our identified needs for our application includes 13,051 student hotspots, 20,621 Chromebook computers, and 720 Amazon Fire tablets. We expect our application to request approximately \$13.3 million from the Emergency Connectivity Fund program and have asked the Board to approve a not-to-exceed amount of \$133,494.15 in addition to the original contract amount of \$90,000 based upon 1% of the application amount being due to Infinity as compensation for their services.

**Competitively
Bid**

No. Public Contracts Code section 53060 creates an exception to competitive bidding regulations for special services and advice, stating "The legislative body of any public or municipal corporation or district may contract with any employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required." Infinity Communications is specially trained and experienced and competent with regards to E-Rate (including ECF) applications and compliance, and therefore this contract meets the requirements set forth in Public Contracts Code section 53060.

Fiscal Impact

\$133,494.15 (not-to-exceed) from funds provided by the Oakland Public Education Fund as part of the #OaklandUndivided initiative

Attachment(s)

- Amendment #0572-FY2023 to Master Agreement for Professional Services
- Master Agreement for Professional Services (Legistar File ID #21-1948)

Board Office Use: Legislative File Info.	
File ID Number	21-1948
Introduction Date	9/8/21
Enactment Number	21-1429
Enactment Date	9/8/2021 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Information Technology Officer

Meeting Date September 8, 2021

Subject Ratification by the Board of Education - Master Agreement for Professional Services between Infinity Communications and Consulting, Inc., and Oakland Unified School District
Services for: July 29, 2021 - June 30, 2022

Ask of the Board Ratification by the Board of Education of Master Agreement for Professional Services between Oakland Unified School District and Infinity Communications and Consulting, Inc., Bakersfield, CA for the latter to provide Emergency Connectivity Fund consulting services, for the period July 29, 2021 through June 30, 2022 for an amount not to exceed \$90,000.

Background The Emergency Connectivity Fund offered by the Federal Communications Commission is a \$7.17 billion federal program to help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period and help close the homework gap for students who currently lack the internet access and/or computers necessary to connect to educational resources. For eligible schools and libraries, the Emergency Connectivity Fund program will cover reasonable costs of computers and connectivity for off-campus use by students, school staff, and library patrons. The initial Emergency Connectivity Fund Program application filing window opens on June 29, 2021 and closes on August 13, 2021.

Oakland Unified is eligible to participate in the Emergency Connectivity Fund program and believes it is in the best interests of the District to take advantage of the additional federal funds made available for students' home access. As such, we are engaging Infinity to prepare and file the required application and reimbursement forms, and to help ensure ongoing program compliance and records retention.

Discussion The COVID-19 emergency underscored the ongoing impact of the digital divide upon Oakland Unified students and the need to ensure that all students have

access to home computers and connectivity. The Emergency Connectivity Fund program will help Oakland Unified meet its goals for home access by reimbursing up to \$400 per computer and \$250 per hotspot for students whose families have identified a need for a home computer and internet connection to support their education.

During the application filing window, Oakland Unified will submit requests for funding to purchase eligible equipment and services between July 1, 2021 and June 30, 2022. Our identified needs for our application include 18,900 student hotspots, 750 staff hotspots, 16,000 Chromebook computers, and 80 iPad tablets. We expect our application to request approximately \$8.6 million from the Emergency Connectivity Fund program and have asked the Board to approve a not-to-exceed amount of \$90,000 based upon 1% of the application amount being due to Infinity as compensation for their services. (Note that we are allowing for minor discrepancies between the estimated and final application amounts, which is why we are requesting a not-to-exceed amount of \$90,000 as opposed to \$86,000).

Competitively Bid

No. Professional Services Agreement of less than \$96,700.

Fiscal Impact

\$90,000 (not-to-exceed) from Funding Resource 010-0000-0-0000-7700-5825-986-9860-1110-0301-99999 General Purpose, Consultants

Attachment(s)

- Master Agreement for Professional Services



**INFINITY COMMUNICATIONS & CONSULTING, INC.
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Client No: 0572

This Agreement for Professional Services ("Agreement") is entered as of this day, June 25, 2021, between **Infinity Communications & Consulting, Inc.** hereinafter referred to as "Infinity," and **Oakland Unified School District** hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES

Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client as set forth in this agreement and attachments. Infinity's responsibilities and determination of reimbursable cost for said Services are set forth in the project attachment(s), which include the Infinity/Client Responsibilities, Terms, Payment Schedule(s) (if applicable) and Reimbursable Expenses Schedule.

2. BASIS OF COMPENSATION

Infinity will invoice for services performed under the scope of work for each of the project attachment(s). The client will render payment to Infinity upon receipt of invoices.

3. TERM AND TERMINATION OF SERVICE

Infinity's services are provided on a term commitment basis as specified in the project attachments the term commences on the signed acceptance of the project attachment(s).

The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

In the event that the Agreement is terminated; Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

4. CLIENT'S RESPONSIBILITY

The Client agrees to comply with the responsibilities as specified in the project attachments to ensure the successful completion of services covered in this Agreement.

5. RECORDS

Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

6. STATUS OF INFINITY

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor, and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Client provides for its employees.

7. COPYRIGHTS AND LICENSES

The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, E-Rate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.



COMMUNICATIONS & CONSULTING
AN EMPLOYEE OWNED COMPANY

Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering, and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

8. **HOLD HARMLESS & LIMITATION OF LIABILITY**

Infinity and Client agree to hold the other party, its officers, agents, and employees harmless, from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents, or employees under this Agreement. In the event Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence. Notwithstanding the foregoing, Infinity shall make reasonable efforts to promptly rectify any breach or negligence.

In the event Infinity is found to have engaged in grossly negligent, reckless, or willful misconduct, the parties agree that Client may receive any and all damages incurred as a result of Infinity's misconduct.

Any legal action arising from or taken by either party, shall be governed by the laws of the State of California / County of Kern, and shall be brought in its courts.

9. **COMPLIANCE WITH LAWS**

Infinity shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances involving its employees, including workers' compensation and tax laws.

10. **MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES**

This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Shanthi Gonzales, President, BOE

Kyla Johnson-Trammell, Secretary, BOE

Infinity Communications & Consulting, Inc.

Oakland Unified School District

Signature
7/21/2021

Date
Martin Skiby

Name
Chief Operating Officer

Title
P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip
82-0573429

Federal Tax ID#

Signature
7/29/21

Date
Preston Thomas

Name
Chief Systems and Services Officer

Title
1000 Broadway, Ste. 450, Oakland, CA 94607

Address/City/State/Zip
94-6000385

Federal Tax ID#

Approved as to form by OUSD Staff Attorney
Joanna Powell on 7/23/21.



Project Attachment #0572-FY2022
Oakland Unified School District – Emergency Connectivity Fund Consulting Services

Client No: 0572

INFINITY’S RESPONSIBILITIES

Infinity shall perform the following tasks for **Emergency Connectivity Fund (ECF) Consulting Services**:

ECF CONSULTING SERVICE

1. Client Access – Infinity will be available to the Client by phone, or email to address Client related ECF Funding issues or questions.
2. Program Updates – Infinity will update the Client on changes in the ECF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new process or procedures to ensure program compliance, in regard to Bid Evaluations, Procurement, CIPA compliance and Document Retention.

ECF APPLICATION MANAGEMENT

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Strategy that best meets the Clients needs to recover and or maximize the Clients ECF funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required forms by; review of the Clients invoices from eligible service providers to determine an estimated funding request.
3. File Forms – Infinity will prepare and file the forms required by USAC’s ECF Funding Order.
4. Administration of ECF Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC’s ECF information requests.
5. Collections – Infinity will prepare and file the Form 472 (BEAR) to have a reimbursement issued for the eligible discount amount, when applicable. Infinity will assist the Client in working with service providers to complete the Service Provider Invoice method if this method of reimbursement is chosen by the service provider.
6. System for Award Management (SAM) Registration – Infinity will assist the Client in the registration process for the SAM system. Only applicants that are actively registered in the SAM system will be able to receive reimbursements from the ECF program.
7. Application Status – Infinity will provide the Client with progress status on application(s), review(s), and modification(s), for the Clients open funding requests.

AUDIT ASSISTANCE

1. Document Retention – Infinity will maintain a copy of the documents required for the ECF Program “Document Retention Policy” including: Pre-Bidding Process, Bidding Process, Award of Contracts, Application Process, Purchase and Delivery of Service, Invoicing, Inventory, and Forms and Rules Compliance, for up to 10 years from the last date of service.
2. Document Assisting – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the client during all ECF Program Audits.

CLIENT RESPONSIBILITIES

The Clients responsibilities for the successful completion of Infinity's ECF Consulting Services, shall include:

1. Appointing a representative to act on the Clients behalf, with respect to this agreement, who has the authority to render decisions and approve requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity all information required for the successful completion of the agreed service within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to copies of service provider invoices, copies of service provider contracts, approved free and reduced lunch numbers, copy of any self-certification materials as requested by USAC, copy of CIPA compliance, and authorized contact information.
3. Provide a Letter of Agency (LOA) authorizing Infinity to act on the Clients behalf to file ECF Program forms and respond to any Requests for Information from USAC.
4. Sign and certify the ECF Program forms required for the Clients application for funding in a timely manner, as not to cause a failure to comply with the ECF Program's time sensitive deadlines.
5. For all Contracted Services or Month-to-Month Services the client with affirm the following has been completed:
 - a. Comply with all applicable local/state procurement requirements and bidding laws, including conducting an "open and competitive" bid process where not exempt from bidding under the law.
 - b. Comply with all local/state/federal/ECF Program requirements for the Award of Contract(s).
 - c. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the ECF Program's "Document Retention Policy", including but not limited to bidding documents, evaluation of responses, board meeting minutes, copies of the winning bidder's response, and invoices.
6. Maintain and keep up to date an "Equipment Asset Register" or "Inventory List". The list shall include detailed information such as make, model, serial number, and location for all equipment purchased with support of the ECF Program. The Client will provide Infinity a copy of the inventory list for document retention.
7. Retain document, for each funding request related to the pre-bidding process, bidding process, and award of contract(s), application process, purchase and delivery of service, invoicing, inventory, and forms and rules compliance for a period of at least 10 years from the last date of service.

***In the event something unforeseen happens that is not covered under *Project Attachment #0572-FY2022* with this contract, an additional fee will be negotiated before any additional services are provided.**

****Should the Client cease services with Infinity and request document re-construction for past filing years, there will be a charge for the time required to re-create the document library. This charge will be assessed at the time of the request and must be paid prior to the release of the document re-construction package.**

CONTRACT TERM

This agreement will expire on **June 30, 2022**.



COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

BASIS OF COMPENSATION: EMERGENCY CONNECTIVITY FUND CONSULTING SERVICES

This Agreement is for one application filing. If the Client chooses to file for additional funding, this agreement may be modified to increase the Scope of Work through an addendum approved by both the Client and Infinity. Any additional Scope of Work will be billed as a separate project subject to additional fees as listed below.

Fees paid to Infinity cannot be paid for or requested in the application for funding. Infinity's fees must be paid by the Client separately from the amount requested in the funding application.

****NOTICE****

USAC has determined that if the Funding Requests EXCEED the available funding amount, Funding Commitments will be distributed based on the Category One E-Rate Discount Percentage of the Applicant (Rural Applicants will receive an additional 5%). If this happens, distributions will be completed starting with 90% applicants being funded first, then 85%, 80% and so on, until all available funding is exhausted. In the event the Client does not receive a Funding Commitment due to the Program EXCEEDING it's ability to provide funding, the Client is still responsible to pay all fee's as stipulated in this agreement.

Infinity's fee to perform our ECF Consulting Service is a base fee of **\$1,000.00** plus a percentage of the total funding request. The value for the percentage is shown on the chart below:

Funding Requested	Compensation Percentage	Compensation Amount
\$0.00 – \$750,000.00	4%	\$0-\$30,000.00
\$750,001.00 – \$1,000,000.00	3%	\$22,500.00 - \$30,000.00
\$1,000,001.00 – \$2,000,000.00	2%	\$20,000.00 - \$40,000.00
\$2,000,0001.00 and up	1%	\$20,000.00 +

PAYMENT SCHEDULE

Infinity will invoice the Client for completed and approved ECF Consulting Services rendered under this agreement in various phases as follows:

Application Submittal	Fifty Percent (50%)
Funding Commitment Receipt	Fifty Percent (50%)
Total Compensation for ECF Consulting Services	One Hundred Percent (100%)

In the event the client decides not to request funding and Infinity has completed work, the client will be responsible to pay the base fee.

In the event that a Funding Commitment is not received, the Client is responsible to pay all fees as described in this agreement.

In the event that additional work is required, that is not specifically detailed in by the section 'Infinity's Responsibilities,' the client will be advised of the additional work and the estimated cost of additional work. Only upon approval from the Client will additional work be conducted and billed at the hourly rates listed in the subsequent section title 'Hourly Rates and Reimbursable Expenses.'

